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FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

JAN 17 2006

JAMES R. LARSEN, CLERK
DEPUTY
SPOKANE, WASHINGTON

HONORABLE ROBERT H. WHALEY

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON

KEYSTONE FRUIT MARKETING,)
INC., and BOB N. EVANS,) NO. CV-05-5087-RHW
Plaintiffs,)
vs.) STIPULATION AND
WILLIAM G. BROWNFIELD; JANET) PROTECTIVE ORDER
H. BROWNFIELD; and JANET M.) PROPOSED REGARDING
CLAYTON;) CONFIDENTIAL
Defendants) INFORMATION

COME NOW Plaintiffs, Keystone Fruit Marketing, Inc. and Bob N. Evans
("Keystone"), by and through their attorneys, Dano, Gilbert & Ahrend PLLC,
and Sweet Clover Produce, LLC ("Sweet Clover") by and through its attorneys,
Schultheis Tabler Wallace, and mutually stipulate and agree that the court make

1 and enter its protective order under authority of FRCP 26(c) providing as
2 follows:
3

4 1. That Keystone shall be entitled to direct a computer forensics firm,
5 PG Lewis, to conduct an inspection of all computers used by Sweet Clover in its
6 normal business activities occurring at 6½ North Second Street in Walla Walla,
7 Washington, on the 12th day of January, 2006, at 11:00 a.m.;

8 2. That PG Lewis shall take a snapshot, or "acquire" all data that is
9 currently stored within the data base, storage and operating systems of all
10 computers used by Sweet Clover in its normal business activities occurring at 6½
11 North Second Street in Walla Walla, Washington;

12 3. That only Sweet Clover's employees and owners as well as
13 representatives of PG Lewis shall be entitled to be present during said inspection
14 and "acquisition" of Sweet Clover's business computers;

15 4. That any analysis or review of the "acquired" data from Sweet
16 Clover's business computers shall be limited in scope to a search for information
17 in the computer data base, storage and operating systems that is relevant to the
18 claims and defenses asserted in the above-captioned matter;

19 5. That the criteria used by PG Lewis to conduct its analysis or review
20 of the acquired data from Sweet Clover's business computers will be mutually
21

1 agreed upon by Keystone and Sweet Clover before PG Lewis conducts its
2 analysis or review and, if Keystone and Sweet Clover are unable to agree, they
3 will promptly submit this question to the court for final resolution;

4
5 6. That to the extent PG Lewis discovers information in the Sweet
6 Clover business computers that is relevant to the claims and defenses asserted in
7 the above-captioned matter, PG Lewis shall disseminate a report, without
8 attachment of data, which outlines its findings to the respective attorneys for
9 Keystone Fruit Marketing and Bob Evans, Dano, Gilbert & Ahrend PLLC, and
10 Sweet Clover Produce, LLC, Schultheis Tabler Wallace. The information
11 disseminated shall be restricted to attorneys only access unless otherwise agreed
12 by the parties. If a dispute arises over the dissemination or review of any data
13 compilation or document, the parties agree to allow an in camera review by the
14 court and counsel to determine if the information or data is relevant and to what
15 extent it may be disseminated;

16
17 7. That the parties agree that information obtained by PG Lewis shall
18 remain confidential unless and until the court makes and enters its order directing
19 disclosure;

20
21 8. That Keystone and PG Lewis are prohibited from directly or
22 indirectly acquiring information or computer files from the Sweet Clover

1 business computers regarding itrade, e-mail, or citrix passwords; any and all
2 privileged communications addressed to or received from Sweet Clover's
3 attorneys, including, but not limited to Schultheis Tabler Wallace; Sweet
4 Clover's use and operation of the Silver Creek computer software to the extent
5 that it is not relevant to this cause of action; Sweet Clover's current customer
6 vendor identification numbers to the extent that they are not relevant to this cause
7 of action; Sweet Clover's business agreements and business relationships with
8 Bland Farms, LLC and Grotz Farms to the extent that they are not relevant to
9 this cause of action;

14 9. That all data or documents published from the data acquired from
15 Sweet Clover's computers by PG Lewis shall be plainly and clearly marked
16 "CONFIDENTIAL SUBJECT TO PROTECTION ORDER"; and,

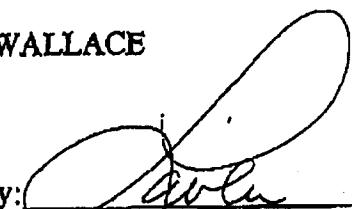
19 10. If the PG Lewis inspection of Sweet Clover's computers causes
20 those computers to be damaged or to be otherwise adversely affected, Keystone
21 shall be solely responsible for promptly repairing any such damage or otherwise
22 restoring those computers to the same operational levels that existed prior to
23 inspection by PG Lewis.

26 Dated this 11th day of January, 2006
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1 DANO, GILBERT & AHREND PLLC
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By: 

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11 DATED: 1/11/06
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14 SCHULTHEIS TABLER WALLACE
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17 By: 
18 Michael Rex Tabler, WSBA #6047
19 Attorneys for Sweet Clover Produce, LLC
20 Schultheis Tabler Wallace
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II. ORDER

THIS MATTER having come regularly before the court pursuant to the stipulation and agreement set forth above; the court having considered said stipulation and agreement as well as the records and files herein; and, the court being otherwise fully advised in the premises, NOW, THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. That Keystone shall be entitled to direct a computer forensics firm, PG Lewis, to conduct an inspection of all computers used by Sweet Clover in its normal business activities occurring at 6½ North Second Street in Walla Walla, Washington, on the 12th day of January, 2006, at 11:00 a.m.:

2. That PG Lewis shall take a snapshot, or "acquire" all data that is currently stored within the data base, storage and operating systems of all computers used by Sweet Clover in its normal business activities occurring at 6½ North Second Street in Walla Walla, Washington:

3. That only Sweet Clover's employees and owners as well as representatives of PG Lewis shall be entitled to be present during said inspection and "acquisition" of Sweet Clover's business computers;

4. That any analysis or review of the "acquired" data from Sweet Clover's business computers shall be limited in scope to a search for information

1 in the computer data base, storage and operating systems that is relevant to the
2 claims and defenses asserted in the above-captioned matter;
3

4 5. That the criteria used by PG Lewis to conduct its analysis or review
5 of the acquired data from Sweet Clover's business computers will be mutually
6 agreed upon by Keystone and Sweet Clover before PG Lewis conducts its
7 analysis or review and, if Keystone and Sweet Clover are unable to agree, they
8 will promptly submit this question to the court for final resolution;

9 6. That to the extent PG Lewis discovers information in the Sweet
10 Clover business computers that is relevant to the claims and defenses asserted in
11 the above-captioned matter, PG Lewis shall disseminate a report, without
12 attachment of data, which outlines its findings to the respective attorneys for
13 Keystone Fruit Marketing and Bob Evans, Dano, Gilbert & Ahrend PLLC, and
14 Sweet Clover Produce, LLC, Schultheis Tabler Wallace. The information
15 disseminated shall be restricted to attorneys only access unless otherwise agreed
16 by the parties. If a dispute arises over the dissemination or review of any data
17 compilation or document, the parties agree to allow an in camera review by the
18 court and counsel to determine if the information or data is relevant and to what
19 extent it may be disseminated;

1 7. That the parties agree that information obtained by PG Lewis shall
2 remain confidential unless and until the court makes and enters its order directing
3 disclosure;

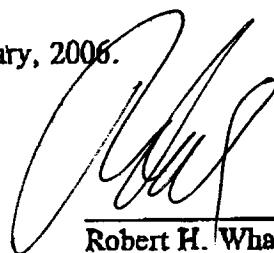
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7 business computers regarding itrade, e-mail, or citrix passwords; any and all
8 privileged communications addressed to or received from Sweet Clover's
9 attorneys, including, but not limited to Schultheis Tabler Wallace; Sweet
10 Clover's use and operation of the Silver Creek computer software to the extent
11 that it is not relevant to this cause of action; Sweet Clover's current customer
12 vendor identification numbers to the extent that they are not relevant to this cause
13 of action; Sweet Clover's business agreements and business relationships with
14 Bland Farms, LLC and Grotz Farms to the extent that they are not relevant to
15 this cause of action;

22 9. That all data or documents published from the data acquired from
23 Sweet Clover's computers by PG Lewis shall be plainly and clearly marked
24 "CONFIDENTIAL SUBJECT TO PROTECTION ORDER"; and,

26 10. If the PG Lewis inspection of Sweet Clover's computers causes
27 those computers to be damaged or to be otherwise adversely affected, Keystone

1 shall be solely responsible for promptly repairing any such damage or otherwise
2 restoring those computers to the same operational levels that existed prior to
3 inspection by PG Lewis.

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5 DATED this 11th day of January, 2006.
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Robert H. Whaley, Judge

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12 Presented by:

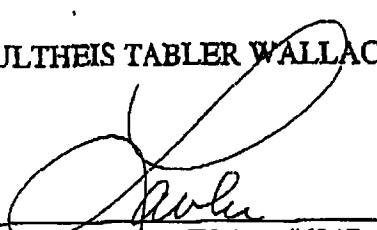
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14 DANO, GILBERT & AHREND PLLC



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17 William A. Gilbert, WSBA #30592
18 Attorneys for Plaintiffs
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21 Copy Received;
22 Approved As To Form;
23 Notice Of Presentation Waived:

24 SCHULTHEIS TABLER WALLACE



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27
28 Michael Rex Tabler, WSBA #6047
Attorneys for Sweet Clover Produce, LLC

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2 DATED this 11th day of January, 2006.
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7 Attorney for Plaintiffs
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